

# CONDITIONS OF SALE

## 1. Interpretation

### 1.1 In these conditions:

"BUYER"	means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller;
"GOODS"	means the Goods including any instalments of the Goods or any part of them which the Seller is to supply in accordance with these Conditions.
"SELLER"	means Copper Industries (Ireland) Ltd, 21 Hillhead Road, Toomebridge, Co Antrim BT41 3SF, trading as Copper Industries (Ireland) Ltd
"CONDITIONS"	means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.
"CONTRACT"	means any contract for the sale of the Goods by the Seller.
"WRITING"	includes facsimile transmission and comparable means of communication.

### 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

## 2. Basis of the Sale

- 2.1 The Sellers shall sell and the Buyer shall purchase the Goods in accordance with any order of the Buyer which is accepted by the Seller subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions.
- 2.2 No variation to these conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

## 3. Orders and Specifications

- 3.1 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.
- 3.2 The quantity, quality and description of and any specification for the goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).
- 3.3 The Seller reserves the right to make any changes in specification of the Goods which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.
- 3.4 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Seller and on the terms that the Buyer shall indemnify the Seller in full against all loss (including loss of profit), costs (including cost of all labour and materials used) damages, charges and expenses incurred by the Seller as a result of cancellation.

## 4. Price of Goods

- 4.1 The price of goods shall be the Seller's quoted price or where no price has been quoted (or a quoted price is no longer valid), the Seller's current price at the date of receipt of the order. All prices quoted are valid for 14 days only or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.
- 4.2 The Seller reserves the right by giving notice to the Buyer at any time before delivery, to increase the price of the goods to reflect the increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the cost of the labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer, or failure of the Buyer to give the Seller adequate information or instructions.
- 4.3 The price is exclusive of any applicable Value Added Tax which the Buyer shall be additionally liable to pay to the Seller.

## 5. Terms of Payment

- 5.1 The Seller shall be entitled to invoice the Buyer for the price of the Goods on or at any time after the delivery of the Goods unless the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, in which event the Seller shall be entitled to invoice the Buyer for the price at any time after the Seller has notified the Buyer the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods.
- 5.2 The Buyer shall pay the price of the Goods within the month following the month in which the Seller's invoice is issued, notwithstanding that delivery may not have taken place and the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract. Receipts for payment will be issued only upon request.
- 5.3 If the Buyer fails to make any payments on the due date then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to.
  - 5.3.1 cancel the Contract or suspend any further deliveries to the Buyer;
  - 5.3.2 appropriate any payment made by the Buyer to such of the Goods for Goods (supplied under any other contract between the Buyer and the Seller) as the Seller may think fit (notwithstanding any purported appropriation by the Buyer); and
  - 5.3.3 charge the Buyer interest (both before and after any decree) on the amount unpaid, at the rate of five per cent per annum above the Bank of England + 20% base rate from time to time or such higher rate awarded by a court, until payment is made (a part of a month being treated as a full month) for the purpose of calculating interest.

## 6. Delivery

- 6.1 Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the goods are ready for collection or, if some other place for delivery is agreed by the Seller, by the Seller delivering the Goods to that place.
- 6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

## 7. Reservation of Title

- 7.1 Property in the Goods will not pass to the Buyer until all sums due by the Buyer to the Seller have been paid in full.
- 7.2 Notwithstanding that property in the Goods may not have passed to the Buyer, the risk or loss or damage to the Goods shall pass to the Buyer on delivery of the Goods.
- 7.3 In the event of the failure or refusal by the Buyer to pay any part of the price by the due date or payment in addition to any other remedies available to the Seller, the Seller shall be entitled to recover the Goods from the Buyer and for that purpose enter upon or procure its or their admission on to any land or buildings on or in which the Goods are situated.

## 8. Warranties and Liability

- 8.1 Subject to the condition set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery and, in relation only to such Goods as are Kitemarked and have been manufactured by the Seller, that they will be free from defects in material and workmanship for a period of 2 years from delivery and in all other cases Goods are warranted as being free from defects in materials and workmanship for a period of one year from delivery; in the case of Aqua Pod unvented mains pressure systems the shell is warranted for a period of 5 years from delivery and the ancillary fittings for a period of 1 year from delivery, unless otherwise agreed in writing, always subject to strict compliance with the installation and maintenance requirements set out in the instruction booklet supplied by the Seller to the Buyer with each such system, and subject to accurate completion of the annual service record supplied by the Seller to the Buyer with each system. In the case of Maxi pod thermal storage systems, the shell is warranted for a period of 2 years from delivery and the ancillary fittings for a period of 1 year from delivery, unless otherwise agreed in writing. While the domestic heat exchanger is warranted for 25 years.
- 8.2 The Seller shall be under no liability in respect of any defect in Goods arising from any drawing, design or specification supplied by the Buyer, or resulting from corrosion caused by local working conditions, or resulting from the installation of the Goods.
- 8.3 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within seven days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller accordingly, the Buyer shall not be entitled to reject the Goods and accordingly the Seller shall have no liability for such defect or failure, and the Buyer shall be bound to pay the price as if the Goods have been delivered in accordance with the Contract.
- 8.4 The Buyer shall be responsible at the Buyer's own cost and expense, throughout the respective warranty period for removing any Goods which have been installed and which are alleged to be defective and for delivery of such Goods to the Seller's premises (or such other place as may be agreed between the Buyer and the Seller) for inspection of such Goods by the Seller. Where any valid claim in respect of any of the Goods or their failure to meet the specification is notified to the seller in accordance with these Conditions, the Seller shall be entitled to replace or repair (at its sole discretion) the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no liability to the Buyer.
- 8.5 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions.
- 8.6 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Seller's reasonable control:
  - 8.6.1 Act of God, explosion, flood, tempest, fire or accident;
  - 8.6.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;
  - 8.6.3 Acts, restrictions, bye-laws, prohibitions or measures of any kind on the part of government, parliamentary or local authority;
  - 8.6.4 Import or export regulations or embargoes;
  - 8.6.5 Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Seller or a third party);
  - 8.6.6 Difficulties in obtaining raw materials, labour, fuel, part of machinery; and
  - 8.6.7 Power failure or breakdown of machinery.

## 9. Insolvency of Buyer

- 9.1 This clause applies if:
  - 9.1.1 The Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
  - 9.1.2 An encumbrancer takes possession, or a receiver is appointed by any of the property or assets of the Buyer; or
  - 9.1.3 The Buyer ceases, or threatens to cease to carry on business; or
  - 9.1.4 The Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.
- 9.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without liability to the Buyer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

## 10. General

- 10.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 10.2 No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.3 If any provision of these Conditions is held by any competent authority to be invalid or enforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.
- 10.4 The Contract shall be governed by the laws of Northern Ireland.
- 10.5 These Conditions apply to all Contracts entered into on or after January 2000, to the exclusion of all terms and conditions of sale previously used by the Seller.